

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

UNITED STATES OF AMERICA f/u/b *
JOHN H. HAMPSHIRE, INC. *
320 West 24th St. *
Baltimore, MD 21211 *

Plaintiff

v.

CIVIL ACTION NO.: _____

HARTFORD FIRE INSURANCE *
COMPANY *
(A Connecticut Corporation) *
One Hartford Plaza *
Hartford, CT 06155 *

Serve on:

Therese M. Goldsmith, Esq., *
Maryland Insurance Commissioner *
200 St. Paul Place, Suite 2700 *
Baltimore, Maryland 21202 *

Defendant

* * * * *

PLAINTIFF'S COMPLAINT

Plaintiff, United States of America f/u/b John H. Hampshire, Inc., by counsel, hereby
sues Hartford Fire Insurance Company ("Hartford"), and for cause states as follows:

JURISDICTIONAL STATEMENT

1. Jurisdiction of this matter is conferred by 40 U.S.C. §§ 3131 *et seq.* (the "Miller Act") and venue in this Court is proper because the cause of this action and the Project upon which the work was performed are located in Fort Meade, Maryland.

STATEMENT OF FACTS

2. John H. Hampshire, Inc. ("JHH") is a Maryland corporation with its principal place of business located in Baltimore, Maryland. JHH is engaged in the business of construction

contracting.

3. Hartford is a Connecticut insurance corporation and is in the business of, among other things, construction surety bonding.

4. Upon information and belief, the United States of America, acting by and through the National Security Agency (the “Owner”) and CFM Project Consulting Group, Inc. (“CFM”), entered into an agreement on September 27, 2012 (Contract No. H98230-12-C-0134/0000), whereby CFM was to perform certain work (the “Prime Contract”) for the construction of National Security Agency’s Building 9840 at Fort Meade, Maryland 20755 (the “Project”).

5. By a Purchase Order with CFM, JHH agreed to perform, among other things, certain demolition work, drywall work, and other interior construction work (the “Work”) for a price of Eighty Seven Thousand Three Hundred Sixty Dollars and Zero Cents (\$87,360.00) (the “PO”). Three amendments to the PO increased the scope of the Work and correspondingly increased the price to One Hundred Eighty-Seven Thousand Two Hundred Dollars and Zero Cents (\$187,200.00). Copies of the PO and the three amendments are collectively attached hereto as **Exhibit 1** and incorporated by reference herein.

6. At the direction of CFM, JHH commenced and performed the Work as described in the PO and the three amendments thereto, under the expectation that it would be paid for the Work.

7. During the course of performance of JHH’s Work on the Project under the PO and the three amendments thereto, CFM requested additional work by JHH for, among other things, certain additional demolition work, drywall work, and other interior construction work (“Additional Work”).

8. At the direction of CFM, JHH commenced and performed the Additional Work,

under the expectation that it would be paid for the Additional Work.

9. JHH invoiced CFM in the amount of One Hundred Thirty One Thousand Eight Hundred Eighty-One Dollars and Forty-One Cents (\$131,881.41) for the Additional Work. Copies of invoices for the Additional Work are collectively attached hereto as **Exhibit 2** and incorporated by reference herein.

10. CFM paid JHH Thirty Eight Thousand One Hundred Thirty-Five Dollars and Ninety-One Cents (\$38,135.91) for the Additional Work, leaving an unpaid balance of Ninety-Three Thousand Seven Hundred Forty Five Hundred Dollars and Fifty Cents (\$93,745.50).

COUNT I: MILLER ACT BOND CLAIM

11. JHH hereby incorporates by reference the allegations contained in paragraphs 1 through 10 above as if fully set forth herein.

12. Upon information and belief, as a condition of the Prime Contract and pursuant to the Miller Act, CFM posted a labor and material payment bond, Hartford Bond No. 30 BCS GJ1622 (the “Bond”), to guarantee payment to subcontractors and suppliers on the Project. A copy of the Bond is attached hereto as **Exhibit 3** and incorporated by reference herein.

13. Pursuant to the Bond, Hartford, as a surety, bound itself, in the amount of Five Million, Four Hundred Sixty-Seven Thousand, Four Hundred Sixty-One Dollars and Zero Cents (\$5,467,461.00), upon the condition that if CFM should promptly make payment to all persons having a direct relationship with it or subcontractors of it, for furnishing labor, material, or both in the prosecution of the work provided for in the Prime Contract and any authorized modifications, then the obligation would be void; otherwise the Bond was to remain in full force and effect.

14. JHH has a direct relationship with CFM and CFM has failed to promptly make

payment to JHH for labor and material furnished in the prosecution of the work provided for in the Prime Contract, which was under the direction and control of CFM.

15. JHH fully performed its obligations related to the PO, the three amendments thereto, and CFM's request for the Additional Work.

16. JHH is presently due the amount of Ninety-Three Thousand Seven Hundred Forty Five Hundred Dollars and Fifty Cents (\$93,745.50) for the work performed, which, despite demand, CFM has refused to pay.

17. JHH is a proper claimant under the Bond.

18. This action has been brought after a period of 90 days from the last furnishing of labor and material by JHH and within one (1) year from the time the labor and material were provided by JHH.

WHEREFORE, Plaintiff, the United States of America for the use and benefit of John H. Hampshire, Inc. hereby requests that this Honorable Court enter judgment in its favor and against Defendant, Hartford Fire Insurance Company in the amount of Ninety-Three Thousand Seven Hundred Forty Five Hundred Dollars and Fifty Cents (\$93,745.50) plus attorneys' fees, interest, and costs of this action.

Respectfully submitted,

s/Christopher J. Madaio

E. Hutchinson Robbins, Jr. (Bar No. 11927)

Christopher J. Madaio (Bar No. 29445)

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**Attorneys for Plaintiff, United States of America
for the use and benefit of John H. Hampshire,
Inc.**